

# ITEL

RECORDATION NO. 9760-B Filed 1425

JUN 11 1980 11 25 AM

INTERSTATE COMMERCE COMMISSION

Rail Division

Two Embarcadero Center  
San Francisco, California 94111  
(415) 955-9090  
Telex 34234

NO. 0-10000

Date JUN 11 1980

Fee \$ 30.00

ICC Washington, D.C.

May 7, 1980

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Lease of Railroad Equipment,  
dated as of October 1, 1978,  
between Wells Fargo Transport Leasing Corporation  
and Itel Corporation

RECEIVED  
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I.C.C.  
FEE OPERATION BR.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission rules and regulations thereunder, I enclose herewith, on behalf of Itel Corporation for filing and recordation, as an additional filing under Recordation No. 9760, (2) executed counterparts of the following document:

Amendment Number 1, dated as of April 25, 1980, between Wells Fargo Transport Leasing Corporation and Itel Corporation.

The names and addresses of the parties to the aforementioned document are

- (1) Wells Fargo Transport Leasing Corporation  
425 California Street  
San Francisco, California 94104
- (2) Itel Corporation, Rail Division  
Two Embarcadero Center, 24th floor  
San Francisco, California 94111

Please cross-index the above-referenced Amendment Number 1 with the following documents, which are filed under Recordation Nos. 11878 and 11879 respectively

Lease Agreement, made as of April 9, 1980, between Itel Corporation and American President Lines, Ltd.; and

Lease Agreement, made as of April 11, 1980, between Itel Corporation and Maine Central Railroad Company.

*Michael Dupont*  
*President*

JUN 11 1980 - 11 25 AM

**AMENDMENT NUMBER 1 INTERSTATE COMMERCE COMMISSION**

**AMENDMENT NUMBER 1**, dated as of April 25, 1980, between **WELLS FARGO TRANSPORT LEASING CORPORATION** ("Lessor"), and **ITEL CORPORATION**, acting through its Railroad Division ("Lessee").

**W I T N E S S E T H**

**WHEREAS**, Lessee and Lessor are parties to that certain Lease of Railroad Equipment (the "Lease"), dated as of October 1, 1978, pursuant to which Lessor leased to Lessee various flatcars described in Schedule A thereto (therein and herein called "Units");

**WHEREAS**, Lessee, with the consent of Lessor, subleased the Units to Providence and Worcester Company ("P.W.") pursuant to Equipment Schedule No. 2 of that certain Lease Agreement, dated as of September 1, 1978, between Lessee and P.W. ("P.W. Lease");

**WHEREAS**, the P.W. Lease has been terminated with respect to Equipment Schedule No. 2 thereof;

**WHEREAS**, Lessee, with the consent of Lessor heretofore given, has agreed to sublease certain of the Units to Maine Central Railroad Company and certain of the Units to American President Lines, Ltd.; and

**WHEREAS**, Lessee and Lessor now desire to amend the Lease to reflect the above;

**NOW, THEREFORE**, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as hereinafter set forth:

1. Section 22 of the Lease is hereby amended by deleting the first paragraph of such section in its entirety and by substituting in its place the following:

"As security for the payment of rent and all other amounts due hereunder and for the payment and performance of the Lessee's obligations hereunder, the Lessee hereby assigns, transfers and sets over unto the Lessor, all of its right, title, interest, powers, privileges and other benefits in, to and under, and hereby grants to the Lessor a security interest in, those certain Lease Agreements, dated as of April 11, 1980 and April 9, 1980 (hereinafter called the Subleases and individually the Sublease) between the Lessee and Maine Central Railroad Company and American President Lines, Ltd., respectively (herein together called the Sublessees and individually the Sublessee), to the extent the Subleases relate to Units, including, but not limited to, the right to receive all rentals, claims for damages and insurance proceeds to the extent they relate to Units. In order to accomplish such assignment and grant of security interest, the Lessee has heretofore transferred to the Lessor the original counterpart of each Sublease, which has been marked "Original." All other counterparts thereof have been marked as "Duplicates" and are duplicates."

2. Schedule A to the Lease is hereby amended by deleting "PW 105101-105200" and by substituting in its place "Presently, and until remarked, PW 105101-105200; to be remarked to APLX 17001-17050 and MEC 105001-105050."

**WELLS FARGO TRANSPORT LEASING  
CORPORATION**

By: *[Signature]*

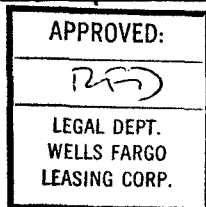
Title: SENIOR VICE PRESIDENT

Date: 6/6/80

By: *Robert Darling*

Title: VICE PRESIDENT

Date: 6/6/80



**ITEL CORPORATION, RAIL DIVISION**

By: *Carl P. Taylor*

Title: President

Date: April 30, 1980

STATE OF CALIFORNIA )  
 )  
 ) SS:  
COUNTY OF SAN FRANCISCO )

On this 30<sup>th</sup> day of April, 1980, before me personally appear Carl N. Taylor, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division that the foregoing Amendment Number 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith  
Notary Public

STATE OF CALIFORNIA )  
 )  
 ) SS:  
COUNTY OF SAN FRANCISCO )

On this 6<sup>th</sup> day of June, 1980, before me personally appear RONALD E. DEAN and ROBERT F. DARLING, to me personally known, who being by me duly sworn says that such person is SR VICE PRES and VICE PRES of Wells Fargo Transport Leasing Corporation, that the foregoing Amendment Number 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dawn Alette Wonders  
Notary Public

